

Do not use this instrument with an "Iowa Consumer Credit Code Transaction"

DEED OF TRUST

THIS INDENTURE, made and executed this 16 day of April, 1987, by and between William O. Dippold and Beverly I. Dippold of Madison County, Iowa, hereinafter referred to individually and collectively "Grantors", and Brenton Bank and Trust Company, a Iowa Banking Corporation with its principal office and place of business at Adel Iowa, hereinafter referred to as "Grantee".

W-I-T-N-E-S-S-E-T-H:

That grantors for and in consideration of the indebtedness to the Grantee and of the Trust hereinafter created, and other valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns forever, the certain real estate and appurtenances thereunto belonging, situation in the County of Madison and the State of Iowa, to-wit:

The Northeast Quarter (1/4) of Section Sixteen (16) and the West Half (1/2) of the Northwest Quarter (1/4) of Section Fifteen (15) all in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

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1987 APR 17 PM 12:09

Fee \$15.00

MARY E. WELTY RECORDER MADISON COUNTY, IOWA

Together with all the improvements now or hereafter erected on the property, easements, rights, and appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property".

The Grantors do hereby covenant with Grantee that the Grantors have good and lawful authority to sell, convey, assign and encumber the Property; that said Property is free and clear of all liens and encumbrances whatsoever except as may be stated; and Grantors covenant to warrant and defend the said Property against the lawful claims of all persons whomsoever, except as may be above stated.

Provided always, that this conveyance is made in trust for the following uses and purposes:

To secure the performance of the covenants and agreements herein set forth and the payment of the indebtedness evidenced by the promissory note(s) or other instruments executed by Grantors, either jointly or severally, to the order of Grantee and any other indebtedness of Grantors, jointly or severally, to Grantee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, whether as maker, endorser, guarantor, surety or by way of overdrafts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Grantee in the performance of Grantors' obligations hereunder, including the payment of any fees, insurance, repairs, taxes and amounts secured by encumbrances with respect to the Property, and any attorney fees and other charges and expenses incurred in the collection of the obligations secured hereby, it is the intention of Grantors to secure payment to Grantee of an indebtedness now or hereafter owing by Grantors, or either of them, to Grantee and also to secure payment of any extensions or renewals of any such indebtedness or any part thereof; provided, however, that indebtedness incurred in a "Consumer Credit Transaction" as defined in the Iowa Consumer Credit Code shall not be secured by this Deed of Trust. The security granted or to be granted hereby is and shall be continuing until specifically terminated in writing by the Grantee.

Grantors hereby agree to pay all taxes and assessments, general or special, upon or against any of the Property, before such taxes or special assessments become delinquent and agree to pay, when due, all monies secured by liens or encumbrances that may be upon or against any of the Property. Grantors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Grantee may require and in such form and amounts and for such periods as Grantee may require; provided, that Grantee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured hereby. Grantors shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in the event of the nonpayment of any of said notes, obligations and liabilities secured hereby in accordance with their terms or at maturity, whether such

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HOMESTEAD WAIVER DISCLOSURE ADDENDUM

This Addendum is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Assignment of Buyer's Interest in Real Estate Contract, or Deed to Secure Debt (the "Contract") executed contemporaneously herewith and is given by the undersigned (the "Borrower") to secure Borrower's Note to

Brenton Bank and Trust Company Adel, Iowa

(the "Lender") of the same date (the "Note") and covering the property described in the Contract.

In addition to the covenants and agreements made in the Contract, Borrower further covenants and agrees as follows:

"I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT."

William O. Dippold 4-16-87  
Signature William O. Dippold Date

Beverly I. Dippold 4-16-87  
Signature Beverly I. Dippold Date

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Signature Date

\_\_\_\_\_  
Signature Date

STATE OF IOWA, Dallas COUNTY SS:

On this 16 day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William O. Dippold and Beverly I Dippold to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Bonnie E. Feldman  
Notary Public in and for said State